

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CAPTEC FINANCIAL GROUP, INC.,
24 Frank Lloyd Wright Dr.
Lobby 1, 4th Floor
Ann Arbor, Michigan 48106,

Plaintiff,

Civil Action No. 02-CV-2710

vs.

BAGGA ENTERPRISES, INC.,
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454,

JAMUNA REAL ESTATE, LLC
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454

UNITED MANAGEMENT SERVICES, INC.,
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454,

-and-

WELCOME GROUP, INC.
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454,

Defendants.

ORDER FOR DEFAULT JUDGMENT

AND NOW, this _____ day of _____ 2002, the default judgment of Defendants Bagga Enterprises, Inc., Jamuna Real Estate, LLC, United Management Services, Inc., and Welcome Group, Inc., in the above action is hereby entered pursuant to Federal Rule of Civil Procedure 55(b) for the reason that said Defendants have failed to plead or otherwise defend as provided by court rules.

IT IS HEREBY ORDERED THAT :

1. Judgment is entered against all defendants in the amount of \$1,505,862.54 as of September 27, 2002, plus interest at the rate of \$444.21 per diem from that day forward.
2. Defendants are permanently enjoined from conveying, assigning, or otherwise dissipating the collateral covered by the Security Agreement (Attached as Exhibit C) and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (Attached as Exhibit D) and the Court orders Defendants to cooperate fully with Plaintiff to recover such collateral, and to pay all reasonable attorneys' fees and expenses, and court costs.
3. Defendants are ordered to file with a full inventory and accounting of all property listed on the Security Agreement and Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, including the location of the assets, the names and addresses of the purchasers of any assets, the items purchased by each, the amount received, and the disposition of the proceeds of any such sales.

BY THE COURT:

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CAPTEC FINANCIAL GROUP, INC.,
24 Frank Lloyd Wright Dr.
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Ann Arbor, Michigan 48106,

Plaintiff,

Civil Action No. 02-CV-2710

vs.

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JAMUNA REAL ESTATE, LLC
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454

UNITED MANAGEMENT SERVICES, INC.,
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454,

-and-

WELCOME GROUP, INC.
121 Dickerson Road, Unit 6
North Wales, Pennsylvania 19454,

Defendants.

**MOTION FOR ENTRY OF
DEFAULT JUDGMENT PURSUANT TO R. CIV. P. 55(b)**

Plaintiff Captec Financial Group, Inc., by and through its undersigned attorneys, hereby moves this Honorable Court for entry of Default Judgment against Defendants Bagga Enterprises, Inc., Jamuna Real Estate, LLC, United Management Services, Inc., and Welcome

Group, Inc., for failure to plead or otherwise respond to Plaintiff's Complaint, and in support thereof asserts the following:

1. This action was instituted by Complaint and Summons on May 14, 2002.
2. The parties entered into a Forbearance Agreement on or around June, 2002, whereby Plaintiff agreed to wait until August 30, 2002, before continuing its pursuit of legal action against the Defendants. Due to the confidential nature of the Forbearance Agreement, it is not attached, but will be provided to the Court upon request.
3. The Forbearance Agreement has now expired, and has not been extended.
4. To date, no Answer or other responsive pleading has been filed.
5. On September 13, 2002, plaintiff moved for a default.
6. On September 24, 2002, the Court directed the Clerk of Court to enter default provided the requirements were met.
7. On September 25, 2002, the Clerk of Court entered default. (Attached as Exhibit A).
8. An affidavit of counsel, David F. McCann, Esquire, affirming the averments herein is attached and incorporated by reference herein as Exhibit B.

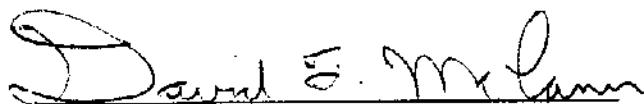
WHEREFORE, Plaintiff Captec Financial Group, Inc. respectfully requests the Court to enter a Default Judgment in favor of plaintiff and against defendants pursuant to Fed. R. Civ. P. 55(b) as follows:

1. Judgment in the amount of \$1,505,862.54 (representing principal and interest) as of September 27, 2002, plus interest at the rate of \$444.21 per diem from that day forward.

2. Permanently enjoining Defendants from conveying, assigning, or otherwise dissipating the collateral covered by the Security Agreement (Attached as Exhibit C) and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, (Attached as Exhibit D) and ordering Defendants to cooperate fully with Plaintiff to recover such collateral, and to pay all reasonable attorneys' fees and expenses, and court costs.

3. Ordering Defendants to file a full inventory and accounting of all property listed on the Security Agreement and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, including the location of the assets, the names and addresses of the purchasers of any assets, the items purchased by each, the amount received, and the disposition of the proceeds of any such sales.

Respectfully submitted,



Kevin W. Walsh
Pa. Attorney I.D. No. 32699
David F. McCann
Pa. Attorney I.D. No. 87609
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103
215-981-4000

Attorneys for Plaintiff

Dated: September 27, 2002

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CAPTEC FINANCIAL GROUP, INC. : CIVIL ACTION

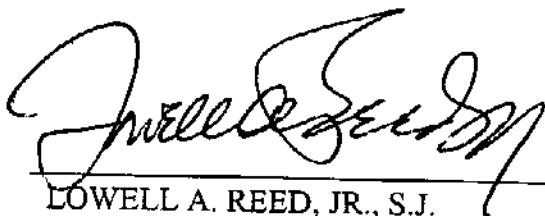
VS. :

BAGGA ENTERPRISES, INC., ET AL : NOS. 02-2079; 02-2080; 02-2082; 02-2083;
02-2084; 02-2085; 02-2086; 02-2088; 02-2089;
02-2090; 02-2684; 02-2709; 02-2710; 02-2711

FILED SEP 25 2002
(filed)

O R D E R

AND NOW, this 24th day of September, 2002, upon consideration of the motions
for entry of default pursuant to Federal Rule of Civil Procedure 55(a) filed in the above civil
action cases, it is hereby ORDERED that the Clerk of Court treat the motions as requests for
entry of default and enter default if the requirements have been satisfied.


LOWELL A. REED, JR., S.J.

DEFAULT ENTERED

Date: 9/25/02 By: MICHAEL E. KUNZ, Cle.

Christine Annianyk

ENTERED
SEP 25 2002
CLERK OF COURT

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CAPTEC FINANCIAL GROUP, INC.,
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Plaintiff,

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WELCOME GROUP, INC.
121 Dickerson Road, Unit 6
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Defendants.

AFFIDAVIT FOR ENTRY OF DEFAULT

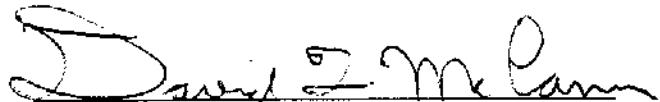
STATE OF PENNSYLVANIA:

:SS

COUNTY OF PHILADELPHIA:

David F. McCann, Esquire, being duly sworn, deposes and says, that he is the attorney for Plaintiff in the above-entitled action, that Summons and Complaint in this action were served on Defendants on May 14, 2002, that Defendants are not infants or incompetent, that

the parties entered into a Forbearance Agreement whereby Plaintiff agreed to wait until August 30, 2002, before continuing its pursuit of legal action, that such Forbearance Agreement has now expired and has not been extended, that the time within which the Defendants may answer or otherwise move as to the Complaint has expired and that Defendants have not answered or otherwise moved, that on September 13, 2002, Plaintiff moved for a default, that on September 24, 2002, the Court directed the Clerk of Court to enter default provided the requirements were met, that on September 25, 2002, the Clerk of court entered default (Attached as Exhibit A), that the amount due and owing is \$1,505,862.54 as of September 27, 2002, plus interest at the rate of \$444.21 per diem from that day forward, and that Defendant is entitled to injunctive relief concerning the collateral set forth in the Security Agreement (Attached as Exhibit C) and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement (Attached as Exhibit D).



Kevin W. Walsh
Pa. Attorney I.D. No. 32699
David F. McCann
Pa. Attorney I.D. No. 87609
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103
215-981-4000

Attorneys for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 27th : *September 2002*

Dated: September 27, 2002

